NOTES OF CASES.

NEGOTIABLE PAPER—NEGOTIABILITY.—The negotiability of obligations secured by mortgage due on or before a certain date is held by the Supreme Court of the United States in *Dickerman* v. *Northern Trust Co.* (U. S. Adv. Sheets, 311), to be unaffected by a provision making them redeemable by instalments determined by drawings.

SERVICE OF PROCESS ON PRISONER.—The fact that a person is confined in jail for default of bail in a criminal case is held in *White* v. *Underwood* (N. C.), 46 L. R. A. 706, not to prevent service upon him of a summons in a civil action, with an order of arrest and bail ancillary thereto. With this case is a note reviewing the authorities on the service of process on prisoner.

CONSTITUTIONAL LAW—DISCRIMINATION BETWEEN WHITE AND NEGRO SCHOOLS.—Denying an injunction against maintaining a high school for white children without maintaining one for colored children also, when the failure to provide the latter is due to lack of funds sufficient to do that and also maintain sufficient primary schools for colored children, is held, by the Supreme Court of the United States in *Cumming* v. *County Board of Education* (U. S. Adv. Sheets, 197), not to constitute any denial to colored persons of the equal protection of the laws or equal privileges of citizens of the United States.

CHANCERY PRACTICE—DOMINUS LITIS.—The right of one who brings an action on behalf of himself and others similarly situated, to compromise, abandon, or discontinue it at his pleasure, is sustained in *Hirshfeld* v. *Fitzgerald* (N. Y.), 46 L. R. A. 839, until such time as a creditor similarly situated has procured an order to be made a party to the action or served a notice of motion to be brought in, or until interlocutory judgment is entered. With this case is a note reviewing the authorities on the plaintiff's control of suit brought for all similarly situated.

To the same effect, see *Piedmont etc. Ins. Co.* v. *Maury*, 75 Va. 511.

NEGOTIABLE PAPER—TAKING AFTER MATURITY.—The fact that negotiable paper is overdue when transferred in the usual course of business by an indorsee having all the indicia of an absolute title, but who holds it in fact only as collateral security, is held in *Young Men's Christian Ass'n Gymnasium Co.* v. *Rockford Nat. Bank* (Ill.) 46 L. R. A. 753, not to subject the title of the transferee, who takes it after maturity, to the latent equities existing in favor of third parties against the person holding the paper as collateral. With this case there is a very elaborate note showing the state of the authorities on this somewhat mixed question of the rights of the holder of negotiable paper transferred after maturity.

PRINCIPAL AND AGENT—KNOWLEDGE OF AGENT.—The fact that the payee of a note is cashier of a bank which discounts it is held, in *National Bank of Commerce* v. *Feeney* (S. D.) 46 L. R. A. 732, insufficient to charge the bank with his

knowledge of infirmities in the note, where the bank acts wholly through a discount committee of which the cashier is not a member, while he acts wholly for himself.

The result would have been otherwise had the cashier himself discounted the note, with knowledge of its infirmities, notwithstanding the general rule that the principal is not bound by the knowledge of his agent, when the latter represents adverse interests. *Atlantic etc. Mills* v. *Indian Orchard Mills*, 147 Mass. 268; note 36 Am. Dec. 194.

NEW TRIAL FOR IMPROPER REMARKS OF PROSECUTING ATTORNEY.—Harsh and unjust statements of a district attorney, not founded upon evidence, but which are wholly unsupported declarations, persisted in after repeated objections, the right thereto being sustained by the court, when united with threats of popular denunciation and an attempt to frighten the jury by declaring that they would commit the unpardonable sin if they found for the defendant, are held in *People* v. *Fielding* (N. Y.) 46 L. R. A. 641, to be sufficient ground for reversal of a conviction. An extensive note to this case marshals the decisions on the question of reversal of a conviction because of unfair or irrelevant arguments or statements of facts by a prosecuting attorney.

CRUELTY TO ANIMALS.—The accused shot and instantly killed a dog. *Held*, That the purpose of the statute prohibiting cruelty to animals was not intended to punish invasions of the right of property in the animal subjected to the cruelty, but to prevent the infliction of unnecessary suffering upon the animal itself, and defendant's conviction could not be sustained. *Horton* v. *State* (Ala.) 27 South. 468. "Otherwise," as the court says, "he who kills his pig or ox for the market would fall within the letter of the law, and, no exception being made in the statute as to the purpose of the killing, we must eat no more meat whether 'it maketh our brother to offend' or not." *Com.* v. *Lewis*, 140 Pa. St. 261, 21 Atl. 396, 11 L. R. A. 522; Bishop, Stat. Crimes, 1110, 1119.

REGISTRY OF DEEDS—HOW FAR NOTICE.—That registry of deeds and other instruments does not constitute notice of their existence "to all the world," as frequently expressed, but is notice only so far as necessary to protect the grantee or beneficiary in the recorded instrument, against competing liens on, or transfers of, the property affected by the instrument, is well illustrated by the case of *Traders' Insurance Co.* v. *Cassell* (Ind. App.), 56 N. E. 259. In that case the insured, after a loss by fire, endeavored to avoid a forfeiture of his policy, in which the execution of mortgages on the property was declared a ground of forfeiture, by fixing upon the company constructive notice of the mortgage by reason of its registry. It was properly held that registry was not notice to the company. See 3 Va. Law Reg. 468; *Lynchburg etc. Co.* v. *Fellers*, 4 Va. Law Reg. 514, 519.

UNBORN CHILD—PRENATAL STATUS—INJURY BEFORE BIRTH.—The plaintiff was injured before birth by the alleged negligence of the defendants, in the operation of an elevator in a hospital owned or controlled by them, to which hospital his mother had gone shortly before his birth for her *accouchement*. By reason of injury to the mother, plaintiff's limbs at birth were shrunken and atrophied,